

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12FPC323Q0022		6. SOLICITATION ISSUE DATE 03/27/2023
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME MARK DOMINGO			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 04/10/2023 1500 CT
9. ISSUED BY  USDA FPAC Business Center Western Section FPAC-HQ-12FPC3@usda.gov				CODE FPAC-HQ-12FPC	10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541990 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$17.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  USDA-NRCS-NEVADA STATE OFFICE 300 Booth St, Rm 2070 RENO NV 89509		CODE	16. ADMINISTERED BY  FPAC BUS CNTR-ACQUISITION DIV-TX Fort Worth Federal Center 501 W. Felix St., Building 23 Fort Worth TX 76115-3404				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2023 Natural Resource Inventory Data Western Nevada Collection Base Year +2 Option Year Periods SEE ATTACHED Combined Synopsis Solicitation/SOW & Bid Sheet Estimated Period of Performance: Period of Performance: 04/17/2023 to 09/30/2023 with two(2) option year periods.  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**12FPC323Q0022**  
**COMBINED SYNOPSIS/SOLICITATION**  
**For**  
**NRI Data collection**  
**Western Nevada**  
**Services**  
**USDA – NRCS Nevada**

**PLEASE READ THIS NOTICE CAREFULLY AS IT CONSTITUTES THE ONLY NOTICE THAT WILL BE ISSUED**

- i. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation;  
**QUOTES ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.**
- ii. The solicitation number 12FPC323Q0022 is being issued as a Request for Quotation (RFQ). The acquisition procedures at FAR Parts 12 & 13 are being utilized. The Government anticipates the award of one firm fixed priced contract resulting from this solicitation. Award will be made to the responsible quoter whose quote responds to the terms of this RFQ and is the best value for the Government.
- iii. This RFQ documents and incorporates provisions and clauses that are in effect through Federal Acquisition Circular (FAC) 2023 01 effective December 1, 2022.
- iv. This solicitation is being conducted as a 100% small business set aside. The North American Classification System Code (NAICS) is 541990, All Other Professional, Scientific, and Technical Services.; the size standard is \$16.5 million. For more information on size standards visit <http://www.sba.gov/size>. Active SAM registration is required in order to be awarded this contract and must remain active throughout the period of performance.
- iv. Contract Line Item Numbers (CLINS): See Attachment 2, Quote Sheet.
- vi. Description of Services: The Contractor shall furnish the necessary personnel, supplies, materials, and incidentals necessary to provide title and closing services in accordance with the performance work statement attached and hereby made a part of in this solicitation.
- vii. Date(s) and Place(s) of Delivery and Acceptance:  
The performance period for this award is estimated to be April 17th, 2023 to September 30th, 2023 with two (2) option year periods. Place of performance will be throughout Northeastern Nevada according to the attached performance work statement.
- viii. The provision at 52.212-1, Instructions to Offerors Commercial, applies to this acquisition. Offerors must read and follow the additional instructions contained within this solicitation to receive consideration.

## **52.212-2 Instructions to Quoters-Commercial Items (March 2023)**

- (a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits a quote in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) *Submission of quotes.* Submit signed and dated quotes to the office specified in this solicitation at or before the exact time specified in this solicitation. Quotes may be submitted on letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of quotes;
  - (3) The name, address, and telephone number of the quoter;
  - (4) A technical description of the items being quoted in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR [52.212 3](#) (see FAR [52.212 3\(b\)](#) for those representations and certifications that the quoter shall complete electronically);
  - (9) REMOVED;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) REMOVED.
- (c) REMOVED.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of quotes. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre award testing.
- (e) REMOVED;
- (f) *Issuance of Purchase Order.* Your quotation should contain your best technical and price terms. The Contracting Officer may reject any or all quotes. The Contracting Officer may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotes, the Contracting Officer may negotiate final terms with one or more quoters of the Government's choice before issuing any purchase order. The Contracting Officer will not negotiate with any quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR Part 15.
- (g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate quotes and award a contract without discussions with quoters. Therefore, the quoter's initial quote should contain the quoter's best terms from a price and technical standpoint. The Government may reject any or all quotes if such action is in the public interest as well as accept other than the lowest offer.
- (h) REMOVED;
- (i) Availability of requirements documents cited in the solicitation.
  - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101 29, and copies of specifications, standards, and commercial item descriptions cited in

this solicitation may be obtained for a fee by submitting a request to GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619 8925  
Facsimile (202) 619 8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (<https://assist.dla.mil/online/start/>).
  - (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by
- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
  - (ii) Phoning the DoDSSP Customer Service Desk (215) 697 2179, Mon Fri, 0730 to 1600 EST; or
  - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111 5094, Telephone (215) 697 2667/2179, Facsimile (215) 697 1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) *Unique entity identifier.* (Applies to all offers that exceed the micro purchase threshold, and offers at or below the micro purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.
- (k) [Reserved]
- (l) REMOVED.

ix. **52.212-2, Evaluation - Commercial Items (Nov 2021) applies to this solicitation:**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- i. **Personnel Qualifications/Technical Capability:** Technical capability includes qualifications, experience, capacity, and strategy for executing the work.
- ii. **Compliance/ Capacity, Management Capability, Locality, Timeliness, Previous Experience and Past Performance**
- iii. **Price**

The Evaluation factors are listed in order of importance and all factors other than price when combined are significantly more important than price. Pricing that is unrealistically low may be considered an indication that the offeror does not possess adequate understanding of the requirement or the requisite technical capability to successfully perform the work.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**The following factors shall be used to evaluate offers:**

### **FACTOR 1 – Personnel Qualifications/Technical Capability**

**Instructions to Quoter** – The Government will evaluate the proposed technical capability/approach to determine the degree to which the proposal demonstrates a sound knowledge and understanding of the requirements of the Statement of Work. Proposals will be evaluated based on the following:

(i) Whether the proposed personnel and data collection teams meet the minimum requirements of the SOW.

(ii) Offeror's personnel's experience in the use of:

- (A) NRCS Ecological Site Descriptions (ESD) (Technical Guide Sec II; Part F),
- (B) Sampling vegetation attributes,
- (C) Use of soil survey information and soil identification relative to ESD association,
- (D) Apparent rangeland trend,
- (E) Rangeland health and health indicators, (F) Native plant identification,
- (G) Noxious weeds and alien/invasive plant identification,
- (H) NRCS Conservation Practices (see Scope above),
- (I) NRCS Resource Concerns
- (J) Rangeland line point transects,
- (K) Rangeland line intercept transects,
- (L) Vegetation cover density and height measurement,
- (M) Species composition by weight
- (N) Site reconstruction factors
- (M) Allowable species by ESD
- (N) Similarity Index (SI) calculations.
- (O) Offeror Personnel Education

- (ii) Data Collectors' basic knowledge of the rangeland field study and ability to:
  - (A) Use Rangeland Field Study instructions and follow data collection protocols.
  - (B) Use the study equipment and tools to measure and obtain information.
  - (C) Use data recording instruments and software.
- (iii) The Contractor's knowledge and experience in plant taxonomy in Northern Nevada.
- (iv) Geographic location – Firm will be evaluated on geographic location in relation to work sites and knowledge of local ecological sites and soils.
- (v) Capacity to accomplish the work – Evaluation will be based upon the number of qualified personnel available, the quantity of existing work under contract, and the proposed schedules for completion of existing work.

## FACTOR 2 – Compliance/ Capacity, Management Capability, Locality, Timeliness, Previous Experience and Past Performance

The Government will conduct a past performance confidence assessment to assess the offeror's potential for successful performance of the requirements. The Government may 1) assess feedback from the two references provided (see addendum to 52.212-1 #2), 2) utilize past performance data from the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System, and/or 3) utilize any other sources to obtain contractor past performance information. Recent and relevant past performance will have a greater impact on the Government's evaluation than less recent or relevant performance. Lack of recent or relevant past performance will result in neither a favorable or unfavorable rating, but a strong record of recent or relevant past performance will be considered more advantageous to the Government.

## FACTOR 3 Price

**Instructions to Quoter:** Quoter should complete Attachment 2, Quote Sheet.

Government will evaluate price proposals to ensure they are complete, realistic, and reasonable. The Government will consider a total evaluated price consisting of a sum of the total prices for all CLINs (base and optional items) in the schedule. Evaluation of options shall not obligate the Government to exercise the option(s). Note: CLINs 01xx, 02xx, 04xx, 05xx, 07xx, and 08xx are established for price evaluation purposes only. The proposed unit price on CLINs 01xx, 02xx, 04xx, 05xx, 07xx, and 08xx will be the price the Government pays in the event a point is deemed inaccessible in field designation and the required deliverables IAW the Statement of Work are submitted and accepted by the Government.

Pricing that is unrealistically low or unbalanced may be considered an indication that the offeror does not possess adequate understanding of the requirement or the requisite technical capability to successfully perform the work.

- (b) The Government intends to make award based on the initial proposal submissions without exchanges or negotiations with offerors. Therefore, offerors are advised to submit initial proposals that are fully and clearly acceptable without additional information. However, the Government reserves the right to hold exchanges or to negotiate with one, some, or all offerors if it is determined to be in the best interest of the Government.
- (c) A written notice of award or acceptance of a proposal, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further

action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are exchanges or negotiations after its receipt, unless a written notice of withdrawal is received before award.

- x. Quoters are required to complete the provision at 52.212-3, Offeror Representations and Certifications Commercial Items. This must be completed at SAM.gov and the registration in an "active" status and be designated as a small business.
- xi. The clause at 52.212-4, Contract Terms and Conditions Commercial Items, applies to this acquisition and there are no addenda.
- xii. The clause at 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items, applies to this acquisition.

## **CONTRACT CLAUSES**

### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Mar 2023)**

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Mar 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).



(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

     (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

     (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  X   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

     (5) [Reserved].

     (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

     (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

  X   (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

  X   (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

     (10) [Reserved].

     (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

     (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

     (13) [Reserved]

  X   (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

     (ii) Alternate I (Mar 2020) of 52.219-6.

     (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2021) of 52.219-9.

☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☒ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mat 2023)(15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

X (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.

X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

☐ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

☒ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

☐ (ii) Alternate I (Jan 2017) of 52.224-3.

☐ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

☐ (ii) Alternate I (Oct 2022) of 52.225-1.

☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I [Reserved].

☐ (iii) Alternate II (Dec 2022) of 52.225-3.

☐ (iv) Alternate III (Jan 2021) of 52.225-3.

☐ (v) Alternate IV (Oct 2022) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May

2014) (41 U.S.C. chapter 67).

   (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

  X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

  X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

   (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or

Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **52.217-9 Option to Extend the Term of the Contract (March 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within *30 calendar days* before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60 calendar days* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *3 years*.

(End of clause)

#### **52.222-42 Statement of Equivalent Rates for Federal Hires**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5.332.

This Statement is for Information      **Monetary Wage-Fringe Benefits**  
Only: It is not a Wage



**Determination Employee Class**

01420 Survey Worker	\$17.81
99660 Surveying Aide	\$23.11
29090 Environmental Technician	\$27.01

**Service Contract Labor Standards Wage Determinations**

The following Department of Labor wage determinations are incorporated into this contract. Wage determinations may be found at: [https://sam.gov/content/wage\\_determinations](https://sam.gov/content/wage_determinations).

**Wage Determinations**

**2015-5595 Rev No. 19 Date 12-27-2022**

**2015-5597 Rev No. 21 Date 12-27-2022**

**2015-5599 Rev No. 21 Date 12-27-2022**

**2015-5601 Rev No. 19 Date 12-27-2022**

**52.233-2 Service of Protest (Sept 2006)**

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ryan Lorimer, Contracting Officer

Phone: 907 761 7744

Email: [ryan.lorimer@usda.gov](mailto:ryan.lorimer@usda.gov)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer (CO) is the only person authorized to approve changes in any of the requirements of this contract. This authority remains solely with the CO. In the event that the Contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE in costs incurred as a result thereof.

**CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer's Representative (COR) is an individual designated in writing by the Contracting Officer (CO) to act as an authorized representative of the CO to perform specific contract administrative functions within the scope and limitations as defined by the CO in the COR's appointment letter. This letter specifies the extent of the COR's authority to act on behalf of the CO. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract. Any subsequent change to the COR or COR responsibilities will be confirmed, in writing, by the CO. A COR does not have the authority to and may never –

1. award, agree to, or execute any contract, contract modification, or notice of intent;
2. obligate, in any way, the payment of money by the Government;
3. make a final decision on any contract matter which is subject to the clause at FAR 52.233 1, Disputes; or
4. terminate, for any cause, the contractor's right to proceed.

If the contractor does not receive a copy of the COR appointment letter, the contractor is required to request a copy of it from the CO prior to commencing work. Individuals not designated in writing as a COR by the CO are not considered a COR and do not have the authority delegated to the COR. If the contractor considers any action or inaction by a COR, any other government employee (such as an inspector), or representative or agent of the government as a change to the contract terms and conditions they must notify the contracting officer immediately and not proceed with any such change until approved by the contracting officer.

#### **ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PAYMENT PLATFORM (IPP)**

Invoices must be submitted electronically through the U.S. Department of the Treasury's Invoice Payment Platform System (IPP) or the Contractor must be willing to accept payment by Government purchase card.

The Contractor must use the IPP website (<https://www.ipp.gov>) to register, access, and use IPP for submitting invoices. Contractor assistance with enrollment can be obtained by calling (866) 973 3131.

Invoices submitted by means other than IPP will not be accepted unless the Contracting Officer authorizes alternate procedures in writing.

#### **452.204-70 Inquiries (Feb 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

#### **452.211-74 Period of Performance (Feb 1988)**

The estimated period of performance is April 17, 2023 – September 30, 2023 with two (2) option year periods.

#### **452.224-70 Confidentiality of Information. (Feb 1988)**

- (a) Confidential information, as used in this clause, means
  - (1) Information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.
- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.
- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the

Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

#### **452.237-75 Restrictions against Disclosure. (Feb 1988)**

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

#### **452.246-70 Inspection and Acceptance (FEB 1988)**

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract. Work that, in the opinion of the CO, does not meet data quality standards will be returned to the Contractor for correction. Inconsistencies/edits may be reviewed, resolved and approved via communications.

xiii. Please refer to the following documents which are hereby incorporated and made a part of this solicitation:

- Attachment 1 – Performance Work Statement (23 pages)
- Attachment 2 – Quote Sheet (1 page)
- Attachment 3 – Vendor Information Sheet (1 page)

xiv. **Quotes are due no later than April 10th, 2023, 3:00pm CST.**

xv. Quotes will be directed to the following:

Emailed quotes will be accepted. Quotes shall be submitted on company letterhead, signed, dated and sent via email to Mark Domingo, Contract Specialist at [mark.domingo@usda.gov](mailto:mark.domingo@usda.gov) no later than **April 10th, 2023, 3:00pm CST.**

a. Pricing and Certifications

Quoters shall utilize Attachment 2 to this solicitation to submit pricing quotations.

xvi. The Government intends to make an award based on the best value to the Government.  
In order to be considered, a contractor must submit the following in response to this RFQ **(failure to provide this information will result in a non-responsive quote)**:

1. Technical Capability Narrative;
2. Completed Quote Sheet (Attachment 2);
3. Completed Vendor Information Sheet (Attachment 3); and
4. Active/complete registration in SAM (including designation as a Small Business)